PUBLIC WORKS MEMORANDUM #44-2022

DATE: Sept. 12, 2022

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: Kent Kisselman PE, Director of Public Works

SUBJECT: CR-139 – 112th and York Station Lighting

PURPOSE

To consider CR-139, a resolution to approve the 112th and York Station Lighting design contract.

BACKGROUND

In 2021, the City replaced the asphalt trail connecting the Northglenn • 112th N Line Station to 112th Avenue with a concrete trail. Lighting needs to be installed along the trail to increase its accessibility and safety during the night.

Staff received a proposal from PK Electrical, Inc. to design and produce construction documents for the installation of lights along the trail. As part of this contract, PK Electrical would design the lights at the trail, produce construction documents, and develop an engineer's estimate.

BUDGET/TIME IMPLICATIONS

Funds in the amount of \$200,000 are available in the 2022 Budget in the Capital Projects Fund.

	Amount
Budget	\$200,000
PK Electrical contract	(\$60,152)
Budget Remaining	\$139,848

Design documents would be completed in 2022 and construction is expected in 2023.

STAFF RECOMMENDATION

Attached is CR-139, a resolution that, if approved, would authorize the Mayor to execute a contract between the City and PK Electrical, Inc. for the 112th and York Station Lighting design in amount not to exceed \$60,152. Staff recommends approval of CR-139.

STAFF REFERENCE

If Council members have any questions, please contact Kent Kisselman, Director of Public Works, at kkisselman@northglenn.org or 303.450.4005.

CR-139 – 112th and York Station Lighting Professional Services Agreement

SPONSORED BY: MAYOR LEIGHTY		
COUNCIL MEMBER'S RESOLUTION	RESOLUTION 1	NO.
No. <u>CR-139</u> Series of 2022	Series of 2022	
A RESOLUTION APPROVING A PROFITHE CITY OF NORTHGLENN AND PK STATION LIGHTING PROJECT		
BE IT RESOLVED BY THE CIT COLORADO THAT:	Y COUNCIL OF THE CITY O	F NORTHGLENN,
Section 1. The Professional Ser PK Electrical, Inc., attached hereto, in an and the 112 th and York Station Lighting Project execute same on behalf of the City of North	ct is hereby approved and the Ma	or design services for
DATED, at Northglenn, Colorado, t	hisday of	, 2022.
	MEREDITH LEIGHTY Mayor	
ATTEST:		
JOHANNA SMALL, CMC City Clerk		
APPROVED AS TO FORM:		
COREY Y. HOFFMANN		

City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this	day of	20
by and between the City of Northglenn, State of Colorado		ne "City") and PK
Electrical, Inc (hereinafter referred to as "Consultant").		

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed sixty thousand one hundred fifty-two dollars (\$60,152). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.
- B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.
 - 1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the

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twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

- 2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.
- C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.
- D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.
- E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete, and Consultant shall furnish the City the specified deliverables as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

- A. Consultant hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.
- D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. INDEMNIFICATION

- A. INDEMNIFICATION GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.
- B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.
- C. INDEMNIFICATION COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.
- D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or

percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1. Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease policy limit, and five hundred thousand dollars (\$500,000) disease each employee.
 - 2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.
 - 3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. or 3. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
- D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty

(30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn Attn: Kathy Kvasnicka 11701 Community Center Drive Northglenn, Colorado 80233-8061

- E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
- F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat.,§§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. <u>TERMINATION</u>

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A and B** is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn

11701 Community Center Drive Northglenn, Colorado 80233-8061

Consultant: PK Electrical, Inc.

4601 DTC Boulevard, Suite 740

Denver, CO 80237

XIV. DELAYS

The City agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the City or the City's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant may be entitled to a reasonable adjustment in schedule and compensation.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

		By:	(
ATTEST:			Meredith Leighty Print Name	
Johanna Small, CMC	Date		Mayor Title	Date
City Clerk	Date		Title	Date
APPROVED AS TO FORM:				
Corey Y. Hoffmann City Attorney	Date			
		Ву:	CONSULTANT:	
ATTEST:			Alan Wiskus Print Name	
Hannah Rico Print Name			Principal Title	08/24/2 Date
	08/24/22 Date			



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Contract Proposal CP22195

Proposal For	From	June 14, 2022
Kiran Bhusal	Alan Wiskus	
City of Northglenn Department of Public Works 12301 Claude Court	Principal	
Northglenn, CO 80241 kbhusal@northglenn.org	Project	
e e	City of Northalenn RTD	112th York Station Trail Lighting

Project Description

This project is to provide new LED light standards along the existing trail between 112th Street and the RTD Northglenn 112th St. Station. New lights will be laid out and designed to meet RTD photometric standards for pedestrian pathways. New lights will be similar to the existing pedestrian style fixtures at the existing RTD station matching the type, color, and height. New lights will be owned and maintained by the City of Northglenn with a new metered service located at the south side of the trail, just north of 112th Street.

Scope of Services

PK Electrical (PKE) will serve as the Prime and Electrical Engineer on this contract with the City. The services outlined below are split between the Prime role and Electrical Engineer role. The project also required subconsultant services for Survey and Subsurface Utility Engineering (SUE), for which PKE has teamed with Goodbee & Assoc, Inc. to provide these services.

PRIME SCOPE:

Project Management, Permit, and Bid Services:

- PKE will contract with and manage subconsultants required to complete the project.
- PKE will manage (schedule, record & document) all project meetings, including project meetings scheduled by the City.
- PKE will develop project schedules for design phase and submit to City for review.
- RTD Right of Entry Process
- PKE will coordinate and schedule site visits with City and RTD.
- City will provide project Procurement and Contracting Requirements, General and Supplementary Conditions (Project Manual Specifications Division 0 and 1)
- PKE will submit Review package(s) to the City. City will provide review comments by email, letter, or during a review meeting.
- PKE will provide Bid Documents (bid tab, construction drawings, technical specifications, and special provisions / conditions) to the City. City will advertise project, issue bid documents, issue pre-bid meeting notices and addendums to bidders. PKE will participate in Pre-Bid meeting, respond to bidder RFIs, issue addendums and clarification documents as required by City.
- City will accept bids, issue notice of award, and contract directly with awarded contractor.
- City will issue official NTP to contractor.
- PKE will submit complete Permit package to the City. Permit packages will be stamped and signed by Colorado Registered Engineers / Architects.
- Contractor will complete permit application, submit plans for review and pay permit fees. Contractor will manage permitting process. Plan review comments will be issued to PKE by Contractor. Design Team will address plan review comments, prepare responses, and provide Contractor with responses to be issued back to City by Contractor.

Construction Support Services:

 PKE will provide overall administration of the Contract Documents for the project to assure compliance with the requirements.



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- PKE will attend pre-construction meeting, issue agenda to City, and document the meeting.
- Contractor's contractual documents will received by the City.
- PKE will receive, distribute, review, and return submittals and shop drawings.
- PKE will receive, distribute, review, and return RFIs.
- PKE will prepare and issue change orders. PKE will make recommendations to the City concerning the appropriateness, cost, and schedule impact of the proposed change.
- City will receive and process pay applications.
- PKE will visit the site regularly, during active construction, and provide Construction Observation reports to City and Contractor.
- PKE will verify the Contractor is maintaining an updated record set of construction documents.
- PKE will perform a Pre-Final Inspection and issue Observation Report.
- PKE will perform a Final Inspection to confirm all work is satisfactory.
- PKE will ensure all guarantees and written warranties required by the Contract Documents have been delivered in writing to the City.
- PKE will review and recommend approval of the Contractor's request for final payment.
- Accompanied by a representative of the City, PKE will make one complete inspection of the work approximately eleven
 months after the work has been completed and accepted by the Engineer and the City.

ELECTRICAL ENGINEERING SCOPE:

Electrical engineering services will include; Kick-Off meeting, site field investigation(s), coordination with Goodbee and RTD, coordination with XCEL for new electric service, and the Builders Call Line (BCL) Application process.

Preliminary Lighting Design

Design will be submitted to City and RTD for an Over-the-Shoulder (OTS) review to ensure compliance with RTD requirements.

90% Construction Documents:

- Luminaire type and layouts
- Photometric calculations
- Light standard type
- Technical specifications
- Identify location of new electrical metered service
- Preliminary Cost Estimate / Bid Tab
- Submit 90% review documents to City and RTD
- Design review meeting with City / RTD

Final Design:

- Address 90% City and RTD review comments
- Prepare complete electrical and lighting design
- Luminaire type and layouts
- Photometric calculations
- Light standard type
- Electrical details and schedules.
- Load, AIC and Voltage Drop calculations
- Finalize type and location of new electric metered service
- Coordination with electrical utility as required. Complete service BCL application.
- Circuiting design and lighting control
- Size and location of electrical conduit
- Cost Estimate / Bid Tab



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- Technical specifications
- Final review meeting with City and RTD

SURVEY SCOPE

Goodbee will provide topographic survey of the project area noted. Permission to Enter Property will be obtained from RTD: https://www.rtd-denver.com/businesscenter/construction-engineering

- Establish horizontal and vertical survey control relative to RTD North Metro datum
- Conventional ground survey will be completed to capture curb and gutter, sidewalks, trees, signing, and topography.
 Contours will be developed at a 1-foot internal. Note 112th Avenue roadway/striping beyond project survey area.

Survey deliverables include:

- AutoCAD digital base map of the existing topography and surface improvements within the defined survey limits.
- Land Survey Control Diagram
- Survey field notes, sketches and point files will be made available upon Request

Subsurface Utility Engineering (SUE)

This project requires Subsurface Utility Engineering (SUE) under the requirements of CRS 9-1.5. Goodbee will perform SUE services in accordance with CRS 9-1.5 and the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data". Goodbee will provide:

- QL-B SUE for red outline area
- Up to 9 QL-A test holes or potholes to clear light pole caissons
- Limited utility coordination up to 3 meetings with utility providers (Suncor and Zayo) SUE deliverables include:
- Final SUE plan deliverable and AutoCAD utility files

Exclusions:

- Field tracing existing electrical circuiting and / or as-building of existing circuits.
- Digital renderings.
- Permitting, plan check, and utility fees.
- Field metering of existing electrical loads.
- Electrical Selective Coordination and Arc-Flash Studies and Updates.
- Design of Low Voltage Systems
- Commissioning & Testing of Systems
- Goodbee will inform the client if a portion of the SUE area cannot be accessed due to homeless encampments and/or trash. Due to safety concerns, this area will be noted as excluded from the SUE investigation area.
- Should traffic control measures be required (barricades, flag person, changeable message board, etc.), these services will be considered extra and invoiced at a rate of \$1,500/day for weekday work. The traffic control cost is estimated based on past fees and will be invoiced at cost. The Client will be notified if such circumstances arise, and prior approval will be necessary before commencement.
- QL-A test holes will be backfilled using industry standard materials as appropriate to site conditions. Asphalt repair will be completed with DOT-compliant cold-patch asphalt. Concrete repair will consist of replacing the concrete core and grouting it in place. Should alternative methods of test hole restoration be required, Goodbee will invoice the repairs at cost.
- The SUE Plan set is valid only at the time of sealing. Should the project occur over an extended duration of time, an additional SUE investigation may be warranted to collect updated existing subsurface utility conditions.
- "Unidentified Utilities": It is the responsibility of Goodbee to perform due diligence with regards to records research (QLD level of effort) and acquisition of available utility records. The due diligence provided for this project will consist of utility map requests from utility owners, visual inspection of the work area for evidence of utilities, review of the available utility record information and utilization of Colorado 811's Engineering Ticket system. Goodbee will further investigate the project area utilizing a suite of geophysical equipment to obtain QL-B data. During QL-B field work, Goodbee will scan the defined work area using electronic prospecting equipment to search for previously un-recorded utilities. Utilities that are not identified through these efforts will be here forth referred to as "unidentified" utilities. Goodbee is not responsible for designating "unidentified" utilities that were not detected through due diligence and scanning the work area.



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Fee and Structure		Amount
Project Management/Prime/Pre-Design	Time & Expense	\$7,893.00
90% Design Review	Time & Expense	\$10,835.00
100% Construction Documents / Issue for Bid (IFB)	Time & Expense	\$8,355.00
Construction Administration / Closeout Services	Time & Expense	\$7,430.00
Goodbee Survey & PM	Time & Expense	\$6,775.00
Goodbee SUE & Utility Coordination	Time & Expense	\$10,910.00
Goodbee (ODC) Other Direct Costs	Lump Sum	\$7,954.00
Total Amount		\$60,152.00